

# Exhibit B

(B)

**Sagit Har Zion**

מאת: Hadas Davidson  
 נשלח: 11:24 2014 מרץ 20 יום חמישי  
 אל: 'Markus Weitz'; 'Jeremy Frenkel'  
 עותק: Eyal Milman; Amir Cahaner; Ami Hantman; 'erez@nsclaw.co.il'  
 נושא: RE: Meeting Summary

Hi Moti,

We reviewed your comments. Bellow you can find my comments in red.  
 Please let me have your feedback.

Thank you,  
 Hadas

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**From:** Markus Weitz [mailto:markus@adinimplants.com]  
**Sent:** Wednesday, March 19, 2014 5:36 AM  
**To:** Hadas Davidson  
**Cc:** Jeremy Frenkel  
**Subject:** Meeting Summary

Hadas - Thank you again. It is always so nice speaking with you. As we discussed - Jeremy Danzer and I will be in California next week and we will try to work out the Permadontics consignment - we have already discussed it with them on the phone. Best is if Ami lets us try to work it out - we will be in touch with how it goes if we need Ami's help to contact them.

As I mentioned, I did a guided surgery case with nSequence/Maven Pro - and it worked out well using a Nobel-guide kit. We are trying to collaborate with this group and will be in touch with Ami when I have news to report on.

Regarding the summary and fundamentals - we are eager to reach an agreement. I responded below with comments which we discussed. We have not had this document reviewed by our attorney - it is simply a summary of our discussions. Any agreement we ultimately make will of course need to be reviewed and approved by our legal team.

I look forward to speaking with you soon as we progress.

Warm Regards,

Moti

1. **Distribution** – An exclusive distribution relation between the parties
2. **Pricing** – Implant pricing
  - a. The current prices will be valid until August 31<sup>st</sup> 2014.
  - b. From September 1<sup>st</sup> 2014 the prices will increase at the rate of 2.5% every 6 months – until an aggregated increase of 15% is reached.
  - c. All other benefits will be kept until August 31<sup>st</sup>, 2017.
  - d. The price for the "Close Fit" premium implant (+ abutment) shall be – \$■

*The price list of the entire close fit system needs to be reviewed. We would like to introduce this system and feel strongly that it will succeed if priced competitively, but we are reluctant to begin with the product cost as is. We will also respectfully need to be indemnified for patent infringements if any exist.*

I spoke to Ami. Please provide the anticipated initial stock order for the CF implants and prosthetics for our review. Regarding the prices, in the first year, and as long as Adin is financing the stock, we probably cannot give you a better price. After the first year we can open it for a discussion.

3. **Terms of Sale –**

- a. Ex-works Alon Tavor Industrial zone - Israel.

*Ex Works basis from Adin's facility Israel for air freight - We are not shipping the implants via sea.*

- b. Shetel shall pay Adin for Products on a net 90 basis, with payment to be made by the 90th day. Shetel maximum debt / credit shall be \$275,000.

*Credit limit does not include permadontics (As discussed, Permadontics payment terms will be changed to a net 90 basis), close fit system and other mutually agreed upon programs*

4. **Minimum Purchase -**

Shetel shall ~~commit to use best efforts to reach~~

We will accept your suggestion - it is clear that a failure to meet such minimum purchase goals shall be a ground for termination of the contract.

*minimum purchases (not including sales promotion implants and "benefit" implants you appropriately labeled it a price increase in #2 above.) as follows –*

2014 [REDACTED] actually paid Implants.  
2015 [REDACTED] actually paid Implants.  
2016 [REDACTED] actually paid Implants. .

We will agree on the Minimum Purchase for the next succeeding three years period by 30 June 2016.

I understand that at first you discussed minimum purchase value, and according to your request it was turned into implants. The numbers are:

2014 - [REDACTED]  
2015 - [REDACTED]  
2016 - [REDACTED]

5. **Products –**

Adin shall use best effort to provide Touareg S with mount less packaging within 3 months.

6. **Autonomy -** *Shetel is its own entity with its own employees, customers, database and intellectual property. Adin has no claims to it and at this point has no interest in owning it.*

I understand that once an agreement is signed, there will be a section stating that each party is an independent entity.